A 67] MYSORE EXCISE DEPARTMENT.

Appendix S (i).

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK AND OTHER COUNTRY SPIRITS TO THE BANGALORE CITY BONDED DEPOT.

WHEREAS I, , have been granted by the Government of Mysore for the period of five years beginning with the 1st of July , and ending with the 30th of June 190 , the right of conveying arrack and other country spirits from the Central Distillery *under bond* to the Depôt in the City of Bangalore, in quantities sufficient to meet the demand of the separate shops dependent on such Depôt, and whereas the said Government has agreed to pay me the remuneration hereinafter described, I, the said . , for myself, my heirs, legal representatives, and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I hold myself responsible to Government for the correct delivery of the requisite supplies of arrack at 20° under-proof to the separate shop-keepers in the said Bonded Depôt at the City of Bangalore, on production of Treasury receipts in proof prepayment of duty and price of such arrack ;

(2) that in special cases sanctioned by the Deputy Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing Depôt provided the expense to me is not likely to be greater than supplying the present Depôt;

(3) that as remuneration for my contract, the Government shall pay me, at the end of each month, an amount calculated at the rate of for every gallon of arrack conveyed by me from the Central Distillery to the Depôt, and shall allow me no wastage under any circumstances whatsoever ;

(4) that the usual establishment required for such Depôt and the house rent shall be paid for by myself ;

(5) that the establishment at the Depôt shall keep such accounts as may be prescribed by the Excise Commissioner, and shall be under the control and orders of myself, and regard themselves as my servants ;

(6) that I shall conform to the Excise Laws and Rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(7) that for the due fulfilment of the terms of this contract, I hereby deposit in the Huzur Treasury the sum of rupees one thousand in cash, (or Government Securities duly endorsed in favor of the Dewan) ;

(8) that I equally with the Depôt-keeper shall be bound by the conditions of the Depôt license, Appendix R of Arrack Rules ;

(9) that I shall be bound to dismiss any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the Bangalore District, and appoint qualified men instead without delay ;

(10) that I shall be bound to make good the loss accruing to Government and the separate shop-keepers by short stock or no stock in the said Depôt, or by my neglect or carelessness in not conveying the necessary supplies of arrack to the Depôt in due time.

(11) that as the liability of the manufacturers ceases on delivery by them of arrack to me at the Distillery, all further liability or responsibility to account for the whole quantity of such arrack thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of Good and the State's enemies and robbery by vis major excepted), shall be made good by me at the prescribed rate of still-head duty and price per gallon of 20° under-proof, and proportionately for higher or lower strengths ;

(12) that in case of any breach of the laws and rules or of the aforesaid conditions, or in case of any attempt at fraud by my servants, agents or employees, it shall be competent to the Excise Commissioner to impose upon them, or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or

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neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited; and to cancel the contract with previous sanction of Government;

(13) that the imposition of a fine or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force; and

(14) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government.

In witness whereof I, , hereunto set my hand and seal this day of 190 .

Sealed, signed and delivered in the presence of us :—

Witnesses :—

1.

2.

A 68] MYSORE EXCISE DEPARTMENT.

APPENDIX S (ii).

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK AND OTHER COUNTRY SPIRITS TO BONDED DEPOTS.

WHEREAS I, , have been granted by the Government of Mysore, for the period of five years beginning with the 1st of July and ending with the 30th of June 190 , the right of conveying arrack and other country spirits from the Central Distillery *under bond* to the various Depots in the Districts of Kolar, Tumkur, Mysore, Hassan, Kadur, Shimoga and Chitaldrug, in quantities sufficient to meet the demand of farms and separate shops dependent on such Depots, and whereas the said Government has agreed to pay me the remuneration hereinafter described, I the said , for myself, my heirs legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I hold myself responsible to Government for the correct delivery of the requisite supplies of arrack at 20° under-proof to the various arrack vend renters or farmers and separate shop-keepers, in the said Bonded Depots, and of other country spirits for the use of hospitals, dispensaries, etc., on production of Treasury receipts in proof of prepayment of duty and price of such arrack and of the price of other country spirits for the use of hospitals, etc.;

(2) that in special cases sanctioned by the Deputy Commissioner at the instance of any farmer, I shall be bound to open new Depots in any tract and to carry the requisite supply of arrack to such new Depots or to any altered locality of the existing Depots, provided the expense to me is not likely to be greater than maintaining and supplying present Depots ;

(3) that as remuneration for my contract, the Government shall pay me at the end of each month an amount calculated at the rate of annas for every gallon of spirits conveyed by me from the Central Distillery to the Depots, and shall also allow me actual wastage at a rate not exceeding one and a-quarter per cent on the quantity of arrack removed by me from the Distillery and till actual delivery at the Depots of the liquor to the farmers ;

(4) that the usual establishment required for such Depots and the house rent shall be paid for by myself ;

(5) that the establishment at such Depots shall keep such accounts as may be prescribed by the Excise Commissioner, and shall be under the control and orders of myself, and regard themselves as my servants ;

(6) That I shall conform to the Excise Laws and Rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(7) that for the due fulfilment of the terms of this contract, I hereby deposit in the Huzur Treasury the sum of rupees five thousand in cash, (or Government Securities duly endorsed in favor of the Dewan) ;

(8) that I equally with the Depot-keepers shall be bound by the conditions of the Depot license, Appendix R of Arrack Rules ;

(9) that I shall be bound to dismiss any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, and appoint qualified men instead without delay.

(10) that I shall be bound to make good the loss accruing to Government and the farmers and separate shop-keepers by short stock or no stock in the said Depots, or by my neglect or carelessness in not conveying the necessary supplies of arrack to the Depots in due time ;

(11) that as the liability of the manufacturers ceases on delivery by them of spirits to me at the Distillery, all further liability or responsibility to account for the whole quantity of such spirits thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the State's enemies and robbery by vis major excepted), over and above the aforesaid one and a-quarter per cent wastage, shall be made good by me at the prescribed rate of still-head duty and price per gallon of 20° under-proof, and proportionately for higher or lower strengths ;

(12) that in case of any breach of the laws and rules or of the aforesaid conditions, or in case of any attempt at fraud by my servants, agents or employees, it shall be competent to the Excise Commissioner to impose upon them, or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited ; and to cancel the contract with the previous sanction of Government ;

(13) that the imposition of a fine, or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force ; and

(14) that this contract shall not be tansferable except with the consent of the Excise Commissioner subject to the approval of Government.

In witness whereof I, , hereunto set my hand and seal this day of 190 .

Sealed, signed and delivered in the presence of us :—

Witnesses :—

1.

2.